

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MARIO VASQUEZ,)	
)	
Plaintiff,)	
)	
v.)	Case No. 1:21-cv-02176-TWP-KMB
)	
BAYLOR TRUCKING INC.,)	
BAYLOR LEASING INC.,)	
)	
Defendants.)	

ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION

The matter is before the Court on *pro se* Plaintiff Mario Vasquez's ("Vasquez") Motion to Reconsider the Order Denying Plaintiff's Motion to Vacate Arbitration Award (the "Reconsideration Motion") (Dkt. No. 59). Vasquez initiated this lawsuit against Defendants Baylor Trucking, Inc. and Baylor Leasing, Inc. (collectively, "Baylor") after a contractual dispute resulted in an unfavorable arbitration award.¹ On October 27, 2022, Vasquez filed a Motion to Vacate Arbitration Award ("Vacate Motion") and on March 7, 2023, the Court denied that request. (Dkt. No. 46; Dkt. No. 57). For the reasons explained below, Vasquez's motion to reconsider is **denied**.

The Seventh Circuit has outlined that a court will grant a motion for reconsideration when: (1) the court has patently misunderstood a party; (2) the court has made a decision outside the adversarial issues presented to the court by the parties; (3) the court has made an error not of reasoning but of apprehension; (4) there has been a controlling or significant change in the law since the submission of the issue to the court; or (5) there has been a controlling or significant

¹ Plaintiff initially named arbitrator Myra C. Selby and Baylor's attorneys—James T. Spolyar and Elizabeth M. Bolka—as defendants but those claims were later dismissed ([Filing No. 39](#)).

change in the facts since the submission of the issue to the court. *Emley v. Wal-Mart Stores, Inc.*, 2020 WL 509172, at *2 (S.D. Ind. Jan. 31, 2020) (citing *Bank of Waunakee v. Rochester Cheese Sales, Inc.*, 906 F.2d 1185, 1191 (7th Cir. 1990)). It is within the sound discretion of the district court whether to grant a motion for reconsideration. *Cincinnati Life Ins. Co. v. Beyrer*, 722 F.3d 939, 955 (7th Cir. 2013).

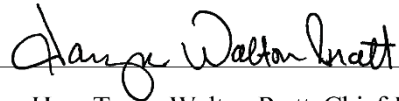
Here, Vasquez's Reconsideration Motion lacks merit. The Motion consists of one paragraph that reads as follow:

The Plaintiff motion for reconsideration due to the fact that Defendants demanded trial by jury (Dkt. No. 40). If the court is not willing to reconsider in the name of justice, let it be done in fear of the LORD, who commanded: Do not pervert justice; do not show partiality to the poor or favoritism to the great, but judge your neighbor fairly (Numbers 19:15 NIV). (Dkt. No. 59).

The Court agrees with Baylor that "Plaintiff's Motion provides no basis upon which this Court could find any of the criteria required by the authorities are met." (Dkt. No. 60.) Vasquez suggests that he is guaranteed a trial by jury because he made that request, but here, his claims lacked legal merit, so he was not entitled to a jury trial. A demand for jury trial does not guarantee that the case will be resolved by a jury. *See, e.g., Burks v. Wisconsin Dep't of Transp.*, 464 F.3d 744, 759 (7th Cir. 2006) ("The Seventh Amendment does not entitle parties to a jury trial when there are no factual issues for a jury to resolve."). Vasquez Motion to Vacate Award, (Dkt. 46), was denied because he failed to show a basis for vacating the unfavorable arbitration award. The Court was able—and required—to enter judgment on the legal merits. There was no error in the Court's ruling and no basis to reconsider that ruling. Accordingly, the Court **DENIES** Vasquez's Motion to Reconsider the Order Denying Plaintiff's Motion to Vacate Arbitration Award Reconsideration Motion, Dkt. [59].

SO ORDERED.

Date: 5/18/2023



Hon. Tanya Walton Pratt, Chief Judge
United States District Court
Southern District of Indiana

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